



The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Department of Public Health
Division of Health Professions Licensure
Board of Registration in Pharmacy
239 Causeway Street, Suite 500, Boston, MA 02114

DEVAL L. PATRICK
GOVERNOR

JOHN W. POLANOWICZ
SECRETARY

CHERYL BARTLETT
COMMISSIONER

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VIA U.S. FIRST CLASS MAIL AND CERTIFIED MAIL # 7014 0510 0001 0374 9138
RETURN RECEIPT REQUESTED

October 27, 2014

Mr. Phillip P. Andrews
32 Badger Road
Hyde Park, MA 02136

Re: Board of Registration in Pharmacy
Docket No. PHA-2012-0246
PH License No. 26606

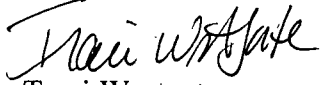
Dear Mr. Andrews:

This letter acknowledges receipt by the Board of Registration in Pharmacy (Board) of two signed original copies of the Post-Surrender Consent Agreement for Probation (Probation Agreement) between you and the Board in resolution of the above-referenced complaint. The Board has now signed both original copies of the Probation Agreement, one of which is enclosed for your records. In addition, your Pharmacy license is now active and your wallet card license should be issued within a few weeks.

Please note carefully that the effective date of the Probation Agreement is October 27, 2014, as is stated on the signature page of the agreement. As of the effective date your license is on probation and you must comply with all of the requirements of the Probation Agreement. It is your responsibility to ensure that the Board receives all required documentation and information by the due dates specified in the Probation Agreement. The Probation Agreement will remain in effect until you fulfill all of its conditions *and* the Board gives you written confirmation that your license probation has ended.

In addition, Scott Sherman is responsible for monitoring compliance with your agreement. All correspondence and documentation in connection with your Probation Agreement should be directed to him at the Board's office listed above. You may also contact him at (617) 973-0828 with any questions regarding this matter.

Sincerely,

A handwritten signature in cursive script that reads "Traci Westgate".

Traci Westgate

Paralegal

Board of Registration in Pharmacy

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION
IN PHARMACY

In the Matter of)
Phillip P. Andrews)
PH26606)

Docket No. PHA-2012-0246

POST SURRENDER CONSENT AGREEMENT FOR PROBATION

The Massachusetts Board of Registration in Pharmacy ("Board") and Phillip P. Andrews ("Registrant"), a Pharmacist licensed by the Board, Registration No. PH26606, do hereby stipulate and agree that the following information shall be entered into and become a permanent part of the Registrant's record maintained by the Board:

1. The Registrant agrees that this Post Surrender Consent Agreement for Probation ("Agreement") will supersede the Consent Agreement for Voluntary Surrender dated May 13, 2013. Further, the Registrant agrees that this Agreement has been executed as a result of the Board's:
 - a. receipt and investigation of a complaint filed against him, Docket PHA-2012-0246, which resulted in the surrender of his pharmacy license, pursuant to a Consent Agreement for Voluntary Surrender with the Board effective May 13, 2013 in resolution of the complaint; and
 - b. consideration of the Registrant's request for license reinstatement and documentation he submitted pursuant to the requirements of the Surrender Agreement referenced in the subparagraph immediately above.
2. The Registrant admits that while employed as the Manager of Record at K-Mart Pharmacy #7155 in Fairhaven, MA, he diverted controlled substances for personal use. The Registrant acknowledges that the foregoing facts warranted disciplinary action by the Board under M.G.L. c. 112, §§ 42A & 61, 247 CMR 9.01 (1), and 247 CMR 10.03(a), (b), (e), (l), (u), and (w).
3. The Registrant agrees that his Pharmacist registration shall be placed on PROBATION until March 5, 2018, concurrent with his MPRS Monitoring Contract, commencing with the date on which the Board signs this Agreement ("Effective Date").
4. During the Probationary Period, the Registrant further agrees that he shall comply with all of the following requirements to the Board's satisfaction:
 - a. Comply with all laws and regulations governing the practice of pharmacy and not engage in any continued or further conduct such as that set forth in Paragraph 2.

- b. Notify the Board in writing within ten (10) days of each change in his name and/or address.
- c. Timely renew his registration.
- d. Work under the direct supervision of a Registered Pharmacist for at least 488 hours.
 - i. The Registered Pharmacist supervising the Registrant must be registered as a pharmacist in Massachusetts and his or her registration must be in good standing;
 - ii. The Registrant must arrange for the supervising pharmacist to submit a letter directly to the Board within 90 days of the Effective Date. The supervising pharmacist must verify that he or she (1) holds a registration as a pharmacist in Massachusetts that is in good standing, (2) that he or she has read this Agreement, and (3) that he or she agrees to supervise the Registrant's practice as specified in this Agreement.
 - iii. The Registrant must arrange for the supervising pharmacist to submit a second letter directly to the Board within 100 days of the date of the letter provided pursuant to paragraph 4(d)(ii). In the second letter, the supervising pharmacist must describe the Registrant's practice during the supervisory period, including any violations of standards of practice that may have occurred during that time.
 - iv. The Registrant must arrange for the supervising pharmacist to submit a letter and documentation directly to the Board demonstrating that Registrant completed at least 488 hours of supervised practice.
 - v. The Registrant may not practice without the direct supervision of a registered pharmacist until the supervising pharmacist submits to the Board a letter and documentation directly to the Board demonstrating that Registrant completed at least 488 hours of supervised practice.
- e. Submit directly to the Board, according to the conditions and procedures outlined in **Exhibit A** of this Agreement, the results of random, supervised urine tests for substances of abuse, collected from the Registrant no less than fifteen (15) times per year during the Probation Period, all of which are required to be negative.
- f. Abstain from the use of alcohol, all substances of abuse, and substances with potential for abuse.
- g. If prescribed any controlled substance, notify the Board within three (3) days and arrange for the prescriber to submit immediately thereafter and directly to the Board a written statement of the kind and amount of each controlled substance prescribed with medical necessity for each such prescription.

5. During the Probationary Period, the Registrant further agrees that he shall comply with all terms contained his Massachusetts Professional Recovery System ("MPRS") Monitoring Contract, dated March 5, 2013, and attached hereto at Exhibit B. All terms and conditions contained in the MPRS Monitoring Contract are incorporated into this Post Surrender Consent Agreement for Probation by reference.
6. If and when the Board determines that the Registrant has complied to the Board's satisfaction with all the requirements contained in this Agreement and the MPRS Monitoring Contract, attached hereto at Exhibit B, the Probationary Period will terminate upon written notice to the Registrant from the Board¹.
7. If the Registrant does not comply with each requirement of this Agreement and the MPRS Monitoring Contract, or if the Board opens a Subsequent Complaint² during the Probation Period, the Registrant agrees to the following:
 - a. The Board may upon written notice to the Registrant, as warranted to protect the public health, safety, or welfare:
 - i. EXTEND the Probationary Period; and/or
 - ii. MODIFY the Probation Agreement requirements; and/or
 - iii. IMMEDIATELY SUSPEND the Registrant's registration.
 - b. If the Board suspends the Registrant's registration pursuant to Paragraph 6(a)(iii), the suspension shall remain in effect until:
 - i. the Board gives the Registrant written notice that the Probationary Period is to be resumed and under what terms; or
 - ii. the Board and the Registrant sign a subsequent agreement; or
 - iii. the Board issues a written Final Decision and Order following adjudication of the allegations (1) of noncompliance with this Agreement, and/ or (2) contained in the Subsequent Complaint.
8. The Registrant agrees that if the Board suspends his registration in accordance with Paragraph 7, he will immediately return his current Massachusetts registration to practice as Pharmacist to the Board, by hand or certified mail. The Registrant further agrees that upon suspension, he will no longer be authorized to engage in practice as a Pharmacist in the

¹ In all instances where this Agreement specifies written notice to the Registrant from the Board, such notice shall be sent to the Registrant's address of record.

² The term "Subsequent Complaint" applies to a complaint opened after the Effective Date, which (1) alleges that the Registrant engaged in conduct that violates Board statutes or regulations, and (2) is substantiated by evidence, as determined following the complaint investigation during which the Registrant shall have an opportunity to respond.

Commonwealth of Massachusetts and shall not in any way represent himself as a Pharmacist until such time as the Board reinstates his registration³.

9. The Registrant agrees that when he executed the original Consent Agreement for Suspension that he entered into with the Board in final resolution of the above-captioned complaint, Docket No. PHA-2012-0246 effective on March 5, 2013, he knowingly and voluntarily waived his right to a formal adjudication concerning the allegations against him in the complaints, the rights that he would have possessed during such adjudication to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on his own behalf, to contest the allegations, to present oral argument, to appeal to the courts, and to all other rights as set forth in the Massachusetts Administrative Procedures Act, M.G.L. c. 30A, and the Standard Adjudicatory Rules of Practice and Procedure, 801 CMR 1.01 *et seq.* The Licensee further understands and agrees that in executing this document entitled "Post-Suspension Consent Agreement for Probation," he is knowingly and voluntarily waiving any rights he has to a formal adjudication concerning the Board's action on his request for termination of his suspension of his pharmacy license in connection with the above-captioned complaint, the rights that he would possess during such an adjudication and to those other rights listed above.
10. The Registrant acknowledges that he has been at all times free to seek and use legal counsel in connection with the Complaint and this Agreement.
11. The Registrant acknowledges that after the Effective Date, the Agreement constitutes a public record subject to the Commonwealth of Massachusetts' Public Records Law, M.G.L. c. 4, § 7.
12. The Registrant certifies that he has read this Agreement. The Registrant understands and agrees that entering into this Agreement is a voluntary and final act and not subject to reconsideration, appeal or judicial review.

PN 10/24/2014
Witness (sign and date)

Phillip P. Andrews 10-24-14
Phillip P. Andrews
Registrant (sign and date)

David Sencabaugh 10-24-14
David Sencabaugh, R.Ph.
Executive Director
Board of Registration in Pharmacy

October 27, 2014
Effective Date of Probation Agreement

Fully Signed Agreement Sent to Registrant on October 27, 2014 by Certified Mail
No. 7614 6510 0001 0374 9138

³Any evidence of unlicensed practice or misrepresentation as a Pharmacist after the Board has notified the Registrant of his registration suspension shall be grounds for further disciplinary action by the Board and the Board's referral of the matter to the appropriate law enforcement authorities for prosecution.

EXHIBIT A

EXHIBIT A

Guidelines for Pharmacists' Participation in Random Urine Drug Screens for Evaluation by the Massachusetts Board of Registration in Pharmacy (Board)

- I. Pharmacists who are required by a Board Agreement or Order to have random, supervised urine drug screens are expected to remain abstinent from all substances of abuse, including alcohol. It is a pharmacist's responsibility not to ingest any substance(s) that may produce a positive drug screen, including over-the-counter medications. Unless otherwise stated in a pharmacist's Board Agreement or Order, all pharmacists shall be randomly tested a minimum of fifteen (15) times per year.
- II. The Board designates one Drug Testing Management Company (DTMC).¹ The Board will accept only the results of urine drug screens that are performed under the auspices of the DTMC and reported directly to the Board.
- III. All costs related to a pharmacist's participation in the DTMC urine drug screening program are the responsibility of the participating pharmacist.
- IV. A pharmacist is expected to sign an agreement with the DTMC and to comply with all of the conditions and requirements of the agreement with the DTMC and any related policies, including without limitation, any requirements related to supervision of urine collection and/or temperature checks.
- V. No vacations from calling to test or from testing shall be approved. This does not mean that a pharmacist cannot take a vacation while participating in random urine screens; arrangements can be made through the DTMC to have urine screens done at approved laboratories throughout the continental U.S.
- VI. Failure to call the DTMC or failure to test when selected shall be considered non-compliance with the pharmacist's Board agreement or Order. Calls to the DTMC must be made between the hours of 5:00 a.m. and 1:00 p.m.
- VII. Failure to test when selected, and/or a positive drug screen that is confirmed by the Medical Review Officer (MRO) and that is not supported by appropriate documentation of medical necessity and a valid prescription shall be considered as a relapse in the pharmacist's abstinence. All prescriptions for any medication (including renewal prescriptions) must be submitted to the DTMC within five (5) days.
- VIII. Urine drug screen reports that show a low creatinine (<20 mg/dl) may be an indication of an adulterated or diluted specimen; further testing may be required.

¹ The current DTMC is First Lab. To contact First Lab call (800) 732-3784.

IX. Pharmacists who do not have a current MA pharmacist registration and who are enrolled in urine drug screening with the DTMC for the purpose of documenting to the Board that they are in stable and sustained recovery from substance abuse, must provide written authorization to the DTMC to release to the Board a complete record of their participation in the drug screening program, including documentation of missed calls, no shows, test results and a full history report at the completion of their DTMC participation. During their DTMC participation, pharmacists who do not have a current MA pharmacist registration for whatever reason (surrender, suspension, lapse, revocation) are expected to designate a monitor of their choosing (e.g. friend, family member, health care provider, AA sponsor) who will be authorized to receive test results from the DTMC. The Board does not monitor the testing of unlicensed individuals and will evaluate a pharmacist's participation in the DTMC only when the DTMC testing is completed and the pharmacist applies for license reinstatement. Unlicensed pharmacists should identify themselves as such to the DTMC and sign an individual agreement with the DTMC.

X. Random supervised urine tests are done in panels which shall include, but are not limited to, each of the following substances:

Ethanol and all ethanol products

Amphetamines

Barbiturates

Benzodiazepines

Buprenorphine

Cannabinoids

Cocaine (metabolite)

Opiates:

Codeine

Morphine

Hydromorphone

Hydrocodone

Oxycodone

Phencyclidine

Methadone

Propoxyphene

Meperidine

Tramadol

Suboxone

EXHIBIT B

License No. :
Monitoring Contract

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF HEALTH PROFESSIONS LICENSURE

Massachusetts Professional Recovery System (MPRS)

MONITORING CONTRACT

I, Phillip Andrews, hereinafter "the Licensee" recognize and admit that I have a problem with alcohol and/or other drugs. I wish to voluntarily participate in the Massachusetts Professional Recovery System (MPRS) administered by the Massachusetts Division of Health Professions Licensure, hereinafter "the Division."

I agree to participate in the MPRS for a period of at least FIVE (5) years from the date this Monitoring Contract is signed. During this period, I understand that I will be required to meet with representatives of the MPRS (MPRS Coordinator and/or MPRS Advisory Committee and/or the Boards of Registration) for the purpose of evaluating my recovery. I further understand that this Monitoring Contract may be amended during the period that it is in effect, depending on my progress in recovery. I acknowledge that all costs incurred during my participation in the MPRS are my responsibility.

I understand that my participation in the MPRS is conditional upon my complete abstinence from alcohol, drugs and/or substances of abuse.

I agree to comply with the following provisions of this Monitoring Contract with the Massachusetts Professional Recovery System:

1. Treatment/Continuing Care/Aftercare

All therapists and treatment providers must be approved by the MPRS and must be willing to regularly report to the MPRS on the Licensee's progress. Outpatient individual therapy must occur minimally two (2) times per month unless otherwise stipulated. All therapist(s) must be educated and trained in the field of substance abuse and able to submit their license number to the MPRS Coordinator for approval prior to initiating therapy. Please provide names and addresses where appropriate.

I agree to enter individual therapy approved by the MPRS for a period of at least 2 years, or until such time as I am discharged by the attending therapist(s) or counselor(s) from such treatment in collaboration with the MPRS.

I agree to obtain at least eight (8) contact hours of continuing education within a year of this contract in one or more of the following areas: psycho-pharmacology addiction; the disease concept of addiction; denial and other defenses related to substance abuse; relapse prevention; the family disease concept of addiction and the addicted professional; I understand I must submit documentation of my attendance at

ITEM 10 B

License No.:

Monitoring Contract

the continuing education program(s) including an outline of the presentation(s) and a certificate of attendance. I understand the starting and ending date utilized in the calculation of the dates in which I must attend these educational forums starts with the date the Division Director or her designee signs this Contract and ends the previous day in the following year, (e.g. 9/10/96-9/9/97).

I agree to advise the MPRS within two (2) weeks of any change in my treatment provider(s), therapist(s), or counselor(s).

I understand that a progress report by my treatment providers must be forwarded to the MPRS through me utilizing the standardized MPRS forms on the specified date of my monitoring delineated on the cover of my Monitoring Contract. I further understand that should problems arise or relapse occur, my therapist will notify the MPRS immediately.

I agree to provide a copy of this Monitoring Contract and all further Monitoring Contract Changes to all my treating therapist(s) or counselor(s).

I agree that by entering into this Monitoring Contract, I authorize the MPRS to communicate with all of my treatment providers.

2. Self-Help Groups

I agree to attend a minimum of four (4) self-help meetings each week.

I agree to obtain a sponsor and maintain a sponsor relationship.

I agree to identify one regularly scheduled self-help meeting as my "home group" and attend at least weekly.

Among my four weekly meetings, I agree to attend a men's group.

I agree to attend a MPRS-designated professional support group weekly (minimum of 46 weeks a year).

I understand that it is my responsibility to document and verify my attendance at all meetings on the MPRS standardized form and to forward all required documentation of my attendance to the MPRS.

3. Random Drug Screens

I agree to participate in the Body Fluid Toxicology Screening Program approved by the MPRS.

I agree to request a urine toxicology screen be performed anytime my compliance is questioned.

I understand the current Drug Testing Management Company (DTMC) responsible for the Body Fluid Testing Program for the MPRS is: **Firstlab at 100 Highpoint Drive, Suite 102, Chalfont, PA 18914**

I understand I must advise the DTMC and the MPRS prior to any anticipated unavailability or potential unavailability for testing, re: vacation, hospitalization. I understand the decision as to whether urine toxicology screening is required during this time will be determined by the MPRS.

License No.:

Monitoring Contract

4. Health Care

I will inform my personal health care provider(s) of the provisions of this Monitoring Contract and request that they not prescribe any mood altering drugs for me unless there is no other reasonable alternative.

I agree to abstain from the use of over-the-counter drugs (OTC's) that are not permitted in the MPRS, such as OTC sleeping pills, OTC diet pills and Benadryl. In the event that I have a doctor's note or prescription for one of these drugs, I will forward documentation from my physician and the reason for its use.

I agree to totally abstain from the use of mood altering drugs including alcohol. In the event that such drugs may be needed as a legitimate part of my medical care, I will notify the MPRS Coordinator immediately.

If any mood altering drugs are prescribed, I will inform my health care provider(s) prescribing the drugs that a Health Care/Medication Report must be submitted within ten (10) days directly to the MPRS Coordinator explaining the choice of treatment, length of treatment and how such treatment is being handled/monitored. At the time of treatment, I will give my health care provider(s) permission to release information to the MPRS Coordinator. I also give the MPRS Coordinator permission to contact my personal health care provider(s) as deemed necessary.

I agree to notify the MPRS if I am hospitalized or must undergo any medical/surgical procedure on an outpatient basis.

5. Professional Practice (Pharmacy)

I agree not to professionally practice until the Board of Pharmacy agrees to return my license. The MPRS Advisory Committee will consider a request to recommend returning to practice after one year of full compliance with the terms of this contract.

Any of the stipulations relating to professional practice and cited in the section titled "Professional Practice" will be reevaluated only upon the written request of the Licensee. Any such request is to be forwarded to the MPRS Coordinator and will be reviewed by MPRS as scheduling permits. I understand that all stipulations remain in place until changes are approved.

6. Relocation/Job Change

I agree to immediately notify the MPRS Coordinator of my pending relocation outside the Commonwealth of Massachusetts.

I agree that the Massachusetts Division of Registration may notify the Board of Registration in any other state or jurisdiction in which I intend to professionally practice, in which I am an applicant for licensure or in which I hold a license to practice, that I am a participant in the Massachusetts Board's Massachusetts Professional Recovery System. I further agree that the Massachusetts Division of Health Professions Licensure may inform any Board of Registration in any other state or jurisdiction of any change in my Monitoring Contract.

License No.:

Monitoring Contract

I agree to immediately notify the Massachusetts Board when seeking employment outside the Commonwealth of Massachusetts. I further agree to notify the Massachusetts Board when I have obtained employment outside the Commonwealth of Massachusetts.

7. Compliance and Communication

I understand that this Monitoring Contract will be reviewed periodically and that all of its provisions remain in place until changes are officially made and approved by MPRS Advisory Committee and the Division. I further understand that any request for such changes to this Monitoring Contract must be made by me in writing to the MPRS.

I understand that if any allegations of failure to comply with Board regulations governing the professional practice come to the attention of the MPRS, that this Monitoring Contract may be reviewed/amended and terminated.

I understand that non-compliance with any of the provisions of this Monitoring Contract must be reported to the Board and may result in termination from the MPRS and disciplinary action being taken by the Board against my license to practice.

I agree to attend monitoring meetings as required, or should monitoring meetings be discontinued, maintain written contact with the MPRS Coordinator utilizing the standardized MPRS form by the 15th of the reporting months delineated on the cover of my Monitoring Contract unless otherwise stipulated in this Monitoring Contract. Information to be provided includes, but is not limited to, updates on treatment, employment, toxicology screens, and self-help group attendance.

I agree to be available at the request of the MPRS to come before the Committee during the term of this Monitoring Contract to discuss my status.

I agree to report any incidence of relapse to the MPRS. I understand each relapse will be managed on an individual basis in accordance with MPRS policies and procedures. If I relapse, I understand my participation in the MPRS may be extended.

I agree to cease all professional practice upon a relapse, notify my employer of such, and immediately return my license to the MPRS: I understand I may not practice until cleared to return by the MPRS.

I agree that if I withdraw or am terminated from the MPRS, the circumstances and reasons for my admission and withdrawal or termination will be forwarded to the appropriate Board of Registration.

In connection with this Monitoring Contract, I understand that if I fail to successfully complete the MPRS program, the Board may issue a complaint against me for non-compliance with this Monitoring Contract and establish a complaint docket number against me at that time.

I understand that should a complaint(s) be filed against me after I enter into this Monitoring Contract, the Voluntary Surrender Agreement executed by me in connection with this Monitoring Contract will be amended to reflect such complaint(s) and the amendment will be executed by me.

I agree that if I fail to comply with the terms of this Treatment Contract and I am subsequently terminated or withdraw from the MPRS, I will immediately surrender my license to professionally practice to the Board.

License No. :
Monitoring Contract

I understand that this Monitoring Contract takes effect upon the signing by all parties. I further understand that the official date of entry into the MPRS will be the date this Monitoring Contract is signed by the MPRS Coordinator.

I understand that formal discharge from the MPRS will take place only upon approval by MPRS and the appropriate Board of Registration.

9. Acknowledgment of the Rehabilitation Program

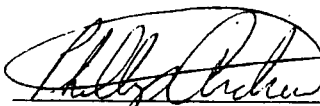
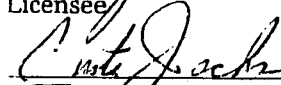
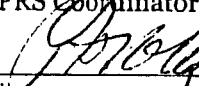
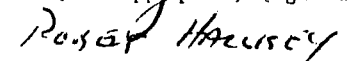
I certify that I have read this document entitled "Massachusetts Professional Recovery System (MPRS) Monitoring Contract".

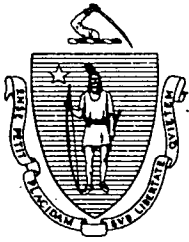
I hereby release the Massachusetts Division of Health Professions Licensure, the MPRS Advisory Committee, all individuals involved in these entities from any obligation or liability in connection with the discharge of their duties in administering the Massachusetts Professional Recovery System.

10. Legal Counsel
(Please only initial in the presence of the MPRS Coordinator.)

_____ I affirm that I have had legal counsel in connection with the decision to enter into this Monitoring Contract.

D I affirm that my decision not to use legal counsel in entering into this Monitoring Contract has been one taken of my own free will.

	_____	3-5-13	_____
Licensee		Date	
	_____	3-5-13	_____
MPRS Coordinator		Date	
	_____	3/5/13	_____
Witness (when appropriate) (sign and print name)		Date	
			



The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Department of Public Health
Division of Health Professions Licensure
239 Causeway Street, Suite 500
Boston, MA 02114

Board of Registration in Pharmacy
(617) 973-0960
(617) 973-0988 TTY

DEVAL L. PATRICK
GOVERNOR

TIMOTHY P. MURRAY
LIEUTENANT GOVERNOR

JOHN W. POLANOWICZ
SECRETARY

LAUREN A. SMITH, MD, MPH
INTERIM COMMISSIONER

VIA U.S. FIRST CLASS AND CERTIFIED MAIL # 7012 0470 0001 3611 6209
RETURN RECEIPT REQUESTED

May 13, 2013

Phillip Andrews
32 Badger Road
Hyde Park, MA 02136

Re: Phillip Andrews, PH License No. 26606
Board of Registration in Pharmacy, Docket No. PHA-2012-246

Dear Mr. Andrews:

This letter acknowledges receipt by the Board of Registration in Pharmacy (Board) of two (2) signed original copies of the Surrender Agreement (Agreement) between you and Board in resolution of the above-referenced complaint. The Board has now signed the original copies of the Agreement and submits one of the originals to you for your records.

Please note carefully that the effective date of the Surrender Agreement is May 13, 2013, as is stated on the signature page of the agreement and that this agreement supersedes your December 15, 2012 Voluntary Surrender Statement. Your pharmacist registration and right to renew said registration are surrendered and you cannot practice as a pharmacist in Massachusetts until the Board informs you in writing that it has reinstated your license in accordance with the terms of your Agreement.

Further, you must comply with all of the requirements of the Agreement as of this effective date. The Board reminds you that it is your responsibility to initiate any petition for licensure reinstatement, which must include documentation satisfactory to the Board that meets all the conditions specified in the Agreement. The Surrender Agreement will remain in effect until such time as the Board acts favorably on your petition for reinstatement.

If you have any questions regarding this matter, please contact me at (617 973-0821).
Thank you for your cooperation.

Sincerely,

Vita Berg (HAE)
Vita Palazzolo Berg, Board Counsel
Board of Registration in Pharmacy

Enclosure

Received

APR 24 2012

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION
IN PHARMACY

In the Matter of

PHILLIP ANDREWS, R. Ph.
PH LICENSE NO. 26606
REG. EXP. DATE: 12/31/2012

DOCKET NO. PHA-2012-0246

CONSENT AGREEMENT FOR VOLUNTARY SURRENDER

The Massachusetts Board of Registration in Pharmacy ("Board") and Phillip Andrews ("Licensee"), a registered pharmacist by the Board, Registration No. PH17025, do hereby stipulate and agree that the following information shall be entered into and become a permanent part of the Licensee's record maintained by the Board:

1. The Licensee acknowledges that a complaint has been filed with the Board against his Massachusetts pharmacy registration ("registration"¹) related to the conduct set forth in paragraph 2, identified as Docket No. PHA-2012-0208 ("the Complaint").
2. The Licensee acknowledges that he signed a voluntary surrender statement on December 15, 2012, surrendering his registration and his right to renew his registration. The Licensee and the Board agree that this Agreement shall supersede the December 15, 2012 Voluntary Surrender Statement.
3. The Licensee admits that while employed as the Manager of Record at K-Mart Pharmacy #7155, in Fairhaven, Massachusetts, he diverted controlled substances for his own personal use. The Licensee acknowledges that his conduct constitutes failure to comply with the Board's regulations at 247 Code of Massachusetts Regulations ("CMR") 9.01 (1) and 247 CMR 10.03 (a), (b), (e), (g), (l), (u) and (w) and warrants disciplinary action by the Board under Massachusetts General Laws ("G.L.") Chapter 112, section 61 and Board regulations at 247 CMR 10.06, Disciplinary Actions.

4. The Licensee agrees to **SURRENDER** his pharmacy registration for a minimum of one (1) year ("Surrender Period"), commencing with the date on which the Board signs this Agreement ("Effective Date").

¹ The term "registration" applies to both a current registration and the right to renew an expired registration.

5. After the Surrender Period, and when the Licensee can complete to the satisfaction of the Board all of the requirements set forth in this Paragraph and in the Board's policy 2011-02 "License Reinstatement following Surrender, Suspension, or Revocation," the Licensee may petition the Board for reinstatement of his registration. The petition must be in writing and must include the following documentation of the Licensee's ability to practice as a pharmacist in a safe and competent manner, all to the Board's satisfaction:
- a. All documentation required pursuant to Board's policy 2011-02 "License Reinstatement following Surrender, Suspension, or Revocation,"
 - b. Documentation demonstrating that the Licensee has entered into a contract with the Massachusetts Professional Recovery System ("MPRS").
 - c. Documentation from the MPRS coordinator that (1) verifies that the Licensee has participated in and remained in compliance with MPRS for at least one year, and (2) makes recommendations concerning reinstatement, probation length and probation terms.
 - d. A performance evaluation sent directly to the Board from each of the Licensee's employers, prepared on official letterhead that reviews the Licensee's attendance, general reliability, and specific job performance during the year immediately prior to the date on which the Licensee submits his petition ("petition date")².
 - e. Authorization for the Board to obtain a Criminal Offender Record Information ("CORI") report of the Licensee conducted by the Massachusetts Criminal History Systems Board.
 - f. Documentation that the Licensee has completed, at least one year prior to the petition date, all requirements imposed upon him in connection with all criminal and/or administrative matter(s) arising from, or related to, the conduct identified in Paragraph 2³. Such documentation shall be certified and sent directly to the Board by the appropriate court or administrative body and shall include a description of the requirements and the disposition of each matter.
 - g. Certified documentation from the state board of pharmacy of each jurisdiction in which the Licensee has ever been registered to practice as a pharmacist, sent directly to the Massachusetts Board identifying his registration status and

² If the Licensee has not been employed during the year immediately prior to the petition date, he shall submit an affidavit to the Board so attesting.

³ If there have been no criminal or administrative matters against the Licensee arising from or in any way related to the conduct identified in Paragraph 2, the Licensee shall submit an affidavit so attesting.

discipline history, and verifying that his pharmacist registration is, or is eligible to be, in good standing and free of any restrictions or conditions.

6. If and when the Board determines that the Licensee has complied to the Board's satisfaction with all the requirements contained in Paragraph 5, the Board shall send written notice to the Licensee⁴ which shall terminate the Surrender Period.
7. The Licensee agrees that he will not practice as a registered pharmacist in Massachusetts from the Effective Date unless and until the Board reinstates his registration⁵.
8. The Board agrees that in return for the Licensee's execution of this Agreement it will not prosecute the Complaint.
9. The Licensee understands that he has a right to formal adjudicatory hearing concerning the allegations against him and that during said adjudication he would possess the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on his own behalf, to contest the allegations, to present oral argument, to appeal to the courts, and all other rights as set forth in the Massachusetts Administrative Procedures Act, G. L. c. 30A, and the Standard Adjudicatory Rules of Practice and Procedure, 801 CMR 1.01 *et seq.* The Licensee further understands that by executing this Agreement he is knowingly and voluntarily waiving his right to a formal adjudication of the Complaint.
10. The Licensee acknowledges that he has been represented by legal counsel in connection with the Complaint and this Agreement.
11. The Licensee acknowledges that after the Effective Date, the Agreement constitutes a public record of disciplinary action by the Board. The Board may forward a copy of this Agreement to other licensing boards, law enforcement entities, and other individuals or entities as required or permitted by law.

⁴ In all instances where this Agreement specifies written notice to the Licensee from the Board, such notice shall be sent to the Licensee's address of record.

⁵ The Licensee understands that practice as a registered pharmacist includes, but is not limited to, seeking and/or accepting a paid or voluntary position as a registered pharmacist, or a paid or voluntary position requiring that the applicant hold a current pharmacy registration. The Licensee further understands that if he accepts a voluntary or paid position as a registered pharmacist, or engages in any practice of pharmacy after the Effective Date and before the Board formally reinstates his registration, evidence of such practice shall be grounds for the Board's referral of any such unlicensed practice to the appropriate law enforcement authorities for prosecution, as set forth in G. L. c. 112, ss. 65 and 80.

12. The Licensee certifies that he has read this Agreement. The Licensee understands and agrees that entering into this Agreement is a final act and not subject to reconsideration, appeal or judicial review.

Lynn 4/22/13
Witness (sign and date)

Philip Andrew 4-22-13
PHILIP ANDREW, R. Ph..
Licensee (sign and date)

Lynne Thomas
Witness (print name)

Margaret Cittadino
Margaret Cittadino
Associate Director
Board of Registration in Pharmacy

May 13, 2013
Effective Date of Surrender Agreement

Fully Signed Agreement Sent to Licensee on 5-13-2013 by Certified

Mail No. ~~7011 2970 0001 5596 7077~~
7012 0470 0001 3611 6209